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5 *Attorney for Kiarash Mirkia*
6 *and Poupak Ziaeи*

7 **UNITED STATES DISTRICT COURT**

8 **DISTRICT OF NEVADA**

9 ALLSTATE PROPERTY CASUALTY
10 INSURANCE COMPANY, an Illinois
corporation,

11 Plaintiff,

12 v.
13 KIARASH MIRKIA, an individual. POUPAK
ZIAEI, an individual,

14 Defendants.

15 KIARASH MIRKIA, an individual. POUPAK
16 ZIAEI, an individual,

17 Counterclaimants,

18 v.

19 ALLSTATE PROPERTY CASUALTY
20 INSURANCE COMPANY, an Illinois
corporation.

21 Counterdefendant.

22 Case No. 2:12-cv-01288-RCJ-PAL

23 **STIPULATION AND PROTECTIVE
24 ORDER**

HUTCHISON & STEFFEN
A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

1 KIARASH MIRKIA, an individual. POUPAK
2 ZIAEI, an individual,

3 Third-Party Plaintiffs,

4 v.

5 WALID KHURAIBET, an individual.
6 LEGACY AGENCY, LLC, a Nevada
corporation,

7 Third-Party Defendants.

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10 IT IS HEREBY STIPULATED by and between Dr. Kiarash Mirkia, Dr. Poupak Ziae
11 (“Defendants”), Allstate Property Casualty Insurance Company (“Plaintiff”), and Walid
12 Khuraibet and Legacy Agency, LLC (“Third-Party Defendants”), by and through their respective
13 undersigned counsel, that in the course of this litigation a party may provide or produce
14 documents and information which are confidential or commercially sensitive in nature, and that
15 public disclosure of such information could be detrimental to the interests of Plaintiff or
16 Defendants. Such confidential or commercially sensitive information may be disclosed by
17 written discovery, deposition testimony, or in other filings in this litigation. The Parties
18 accordingly stipulate and enter into the following Protective Order.

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21 Dated this 5th day of August, 2013.

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28 HUTCHISON & STEFFEN, LLC

Patricia Lee (8287)
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145

Attorney for Kiarash Mirkia and Poupak Ziae

1 1. SCOPE.

2 This Protective Order shall apply to all non-public information and materials, whether
3 tangible or intangible, provided or produced by the Parties in the course of the above-captioned
4 litigation, whether written, oral, contained in documents or transcripts, or in any other form,
5 which has in good faith been designated "Confidential" in accordance with Paragraphs 2 and 3
6 below. Although not waiving its right to designate as "Confidential" other documents that the
7 Plaintiffs or Defendant request be copied and produced, Defendants intend to label as
8 "Confidential" their income tax returns.

9
10 2. DEFINITION.

11 A producing party may designate as "Confidential" such non-public documents,
12 information, and tangible and intangible materials produced by it which the producing party
13 believes in good faith constitute, contain, or reflect proprietary, trade secret, or commercially
14 sensitive information, that is not generally known and/or which the party would not normally
15 reveal or, if revealed, would be required to be maintained in confidence.

16
17 3. DESIGNATION.

18 (A) A producing party or its counsel may designate as Confidential any documents or other
19 tangible things by (i) marking every page of such item Confidential or (ii) sending written notice
20 designating each page of such documents or each portion of such tangible things to be treated as
21 Confidential.

22 (B) Deposition Testimony. Any party may designate any portion of a deposition itself as
23 Confidential at the conclusion of the deposition, if it in good faith believes Confidential material
24 is contained in the deposition transcript. The designating party shall have one week after receipt

1 of the transcript or the date of this Protective Order, whichever is later, to make a determination
2 as to the portions of the testimony which it believes are Confidential. Until the one week period
3 has expired, the entirety of any deposition which has been designated as containing Confidential
4 material shall be treated as such.
5

6 After determination of the portions of the transcript deemed Confidential, each
7 designated page of the original and of all copies of the transcript shall be marked as Confidential
8 and the original and each copy of the transcript shall thereafter be maintained according to one
9 of the following procedures, at the option of counsel with custody of that copy. Either (a) those
10 portions of the transcript shall be marked and treated as Confidential (in which case counsel
11 shall nevertheless maintain with that copy the designation indicating the particular portions
12 deemed Confidential); or (b) those pages containing Confidential material shall be physically
13 separated from the remainder of the transcript and maintained as a separate confidential
14 document.
15

16 If it is possible to designate those portions of the transcript constituting Confidential
17 material at the time of the deposition, the Parties may agree to have the designated portions
18 separately transcribed at the outset.
19

20 If, during the course of a deposition or other testimony, counsel for any party states that
21 the interrogation concerns information that is subject to the designation Confidential, persons
22 who are not authorized to receive such confidential information shall be excluded from that
23 portion of the deposition or testimony so designated.
24

25 Deposition transcripts shall not be maintained by the court reporter. The originals
26 thereof shall be provided to and maintained by counsel for the party deposed if the deponent is a
27 party, or employed by a party to the action, or acting on behalf of a court order within the action;
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1 otherwise the originals shall be provided to and maintained by counsel for the party noticing the
2 deposition.

3 Any court reporter who transcribes testimony at a deposition in this action shall agree,
4 before transcribing any such testimony, that all information designated as Confidential shall
5 remain confidential and shall not be disclosed except as provided in this Protective Order; that
6 copies of any transcript, reporter's notes or any other transcription records of any such testimony
7 will be retained in absolute confidentiality by such court reporter; and shall signify such
8 agreement by reading this Protective Order and affirming that he or she agrees to be bound by it
9 by signing a copy of this Protective Order.

12 4. USE.

13 Confidential documents and information made available to any party, a party's counsel or
14 other person or persons designated herein, shall (a) not be disclosed or communicated in any
15 fashion nor be used for any purpose other than preparing for and conducting this litigation, (b)
16 not be used for any business, commercial or competitive purpose by the Parties at any time, and
17 (c) not be disclosed to or discussed with anyone for any purpose except as provided for in this
18 Protective Order. It will be the responsibility of each of the Parties' counsel to use reasonable
19 efforts to ensure compliance with the Protective Order. However, nothing in this Protective
20 Order shall prevent any producing party from disclosing or using its own Confidential
21 information as it deems appropriate, and any such use shall not be deemed a waiver of any
22 party's rights or obligations under this Protective Order with respect to any Confidential
23 information. In addition, nothing in this Protective Order shall impose any restrictions on the
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1 use or disclosure by any party of documents, information, materials, or testimony obtained by
2 such party independent of this litigation.

3 5. RESTRICTIONS ON ACCESS.

4
5 Access to Confidential information, and to any copies, portions, summaries, analyses, or
6 excerpts of any documents containing information that has been designated Confidential shall
7 be limited to the following:

8 (1) Counsel of record for the Parties, including office associates, paralegals,
9 stenographic, and clerical employees.

10 (2) The Parties, their representatives, employees, shareholders, and agents, including
11 in-house counsel who have affirmed that he or she agrees to be bound by this Protective Order
12 by signing a copy of this Protective Order.

13 (3) Outside consultants and/or experts, subject to the provisions of Paragraph 6
14 below.

15 (4) Any person who is indicated on the face of a document to have been an author,
16 addressee, or copy recipient thereof.

17 (5) The Trial Judge, Magistrate Judge, and any Court employees or staff.

18 (6) Court reporters or stenographers who record deposition or other testimony in the
19 litigation, subject to the provisions of Paragraphs 3 and 8 of this Protective Order.

20 (7) Outside photocopying services, graphic production services, or litigation support
21 services employed by the Parties or their counsel to assist in this litigation, and computer
22 personnel performing duties in relation to a computerized litigation system who have affirmed
23 that he or she agrees to be bound by this Protective Order by signing a copy thereof.

24 (8) Any other person whom the producing party agrees to, in writing.

25 6. CONSULTANT AND EXPERT ACCESS.

26 The Parties' counsel may, to the extent necessary to this litigation, in accordance with the
27 terms of this Protective Order, and in good faith, make Confidential documents or information
28 and any copies, portions, summaries, analyses, or excerpts of any documents containing

1 Confidential information available to outside independent consultants or expert witnesses. The
2 terms of this Protective Order apply to expert witnesses as well. All expert witnesses will be
3 under the same confidentiality requirements as the parties.
4

5 7. RENDERING ADVICE.

6 Nothing herein shall bar or otherwise restrict an attorney who is a qualified recipient of
7 Confidential information under the terms of this Protective Order from rendering advice to his
8 or her client with respect to this litigation and, in the course thereof, from generally relying upon
9 his or her examination of such information.
10

11 8. DEPOSITIONS.

12 Persons may be deposed regarding documents or information of which they have
13 knowledge which have been designated Confidential subject to Paragraph 3 above. All
14 transcripts of these depositions and any other deposition containing Confidential information
15 will be treated in accordance with this Protective Order and when filed shall be marked pursuant
16 to the procedures set forth in Paragraph 10 below.
17

18 Any court reporter or stenographer who transcribes testimony in this action at a deposition shall
19 agree, before transcribing any such testimony and shall set forth at the beginning of the
20 transcription, that all testimony containing Confidential information is and shall remain
21 confidential and shall not be disclosed, except as provided in this Protective Order, and that
22 copies of any transcript, reporter's notes, or any other transcription records of any such
23 testimony will be retained in absolute confidentiality and safekeeping by such reporter or
24 delivered to attorneys of record.
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2 9. DISPUTES CONCERNING DESIGNATION OR DISCLOSURE.
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4 Confidential, or there is a dispute concerning the disclosure of Confidential information to the
5 person(s) designated by the Parties, the party having the objection or dispute shall first state the
6 objection or issue by letter to the party that made such designations. The Parties shall confer in
7 good faith by telephone or in person to resolve any dispute respecting the terms or operation of
8 this Protective Order. If the Parties are unable to resolve such a dispute within 2 days of such
9 conference, the dispute shall be submitted to the Magistrate Judge. In any such proceeding, the
10 designating party shall have the burden of establishing that the disputed document or
11 information is Confidential, as defined in Paragraph 2 above. No disclosure of any document or
12 information in dispute shall be made pending resolution of the dispute. In the event that the
13 Magistrate Judge is required to review a claim of confidentiality, the particular document or
14 information challenged shall be submitted to the Magistrate or Trial Judge for in camera
15 inspection.
16

17 The failure of any party to challenge the designation by another producing party of
18 documents, materials, or information as Confidential shall not be a waiver of that party's right to
19 object to the designation of such material at an arbitration hearing or in this litigation.
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21 10. FILING.
22

23 Confidential Matter submitted to the Court, including that used as exhibits to or incorporated in
24 any other manner in briefs, memoranda, transcripts or testimony, or any other documents filed
25 with the Court, shall be protected as follows:
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deleted by
court.

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1 (1) ~~Materials Filed.~~ Any brief, memorandum, transcript of testimony or other document, or
2 ~~any portion thereof, filed with or submitted to the Court, which incorporates or refers to the~~
3 ~~substance of any Confidential Matter, shall be filed with the Court in sealed envelopes or other~~
4 ~~appropriately sealed containers on which shall be endorsed the title of this action, an indication~~
5 ~~of the nature of the contents of such envelope or container, the identity of the party filing the~~
6 ~~materials, the word "CONFIDENTIAL" and a statement substantially in the following form:~~

7 ~~"This envelope contains documents subject to a Protective Order entered in this action. It is not~~
8 ~~to be opened nor the contents thereof to be displayed, revealed, or made public, except by~~
9 ~~express order of the Court."~~

10 ~~No such sealed envelope shall be opened without an order from the Court identifying by name~~
11 ~~the person or persons who may have access to the sealed material and specifically designating~~
12 ~~which portions of the sealed file may be revealed to them. The first page of any document filed~~
13 ~~or submitted to the Court, which contains Confidential Matter or information taken therefrom,~~
14 ~~shall bear a notice in substance the same as that on the envelope.~~

15 (2) Hearings and Trial. At any hearing before the Court, counsel shall attempt to avoid
16 inadvertently disclosing any Confidential Matter. If any counsel believes it is necessary to
17 disclose Confidential Matter during a hearing, said counsel shall first request the Court to clear
18 the Court or to hear the matter in camera and shall otherwise confer with counsel and the Court
19 to agree upon a method by which the confidentiality of the Confidential Matter can be
20 preserved. Should a transcript of the hearing be made, it shall be treated the same as a
21 deposition pursuant to paragraphs 3 and 8 above.

22 (3) Appeal. All papers in connection with any appeal herein which contain any Confidential
23 Matter shall be similarly subject to the provisions of this Protective Order.

24 (4) Application. This section does not apply to discovery and other documents that are
25 exchanged between the parties that are not filed with the court.

26 11. NO IMPLIED ACKNOWLEDGMENT OF CONFIDENTIALITY.

27 The receipt of documents, information, or other materials designated as Confidential
28 pursuant to this Protective Order shall not constitute an acknowledgment that the same are in
fact confidential or otherwise legally protectable, and the Parties and their counsel shall not be
obliged to challenge the propriety of any confidentiality designation. Failure to do so shall not
preclude a subsequent challenge to the propriety of any such designation. Until and unless the
Parties may agree or the Trial Judge may finally determine that such documents, information, or

1 materials are not properly designated as Confidential pursuant hereto, the same shall continue to
2 be treated as so designated in accordance with the terms of this Protective Order.
3

4 12. NO WAIVER.

5 The production of documents for inspection shall not constitute a waiver of a party's
6 rights to claim in this litigation or otherwise that the documents are privileged or otherwise
7 undiscoverable. Production by any party of confidential documents or information in other
8 litigation and/or litigation shall not constitute a waiver of its right to claim in this litigation or
9 hereafter that such documents or information are confidential, privileged, or otherwise
10 undiscoverable. Nothing in this Protective Order requires any party to produce any documents
11 or information that the party believes is privileged or otherwise non-discoverable. By entering
12 into this Protective Order, the Parties do not waive any right to object to any discovery request,
13 or to the admission of evidence on any ground, or seek any further protective order, or to seek
14 relief from the Court from any provision of this Protective Order by application or on noticed
15 motion on any grounds.
16

17 13. THIRD PARTIES.

18 Any third-party served with a subpoena in connection with this litigation or who
19 otherwise produces documents or is noticed for a deposition in connection with this litigation
20 may invoke the protections of this Protective Order by signing a copy of this Protective Order
21 and agreeing to be bound by its terms.
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1 14. INADVERTENT PRODUCTION.

2 Inadvertent production of any information, document, or tangible thing without a
3 designation of Confidential shall not by itself be deemed a waiver of the claim of confidentiality
4 of the designating party as to such matter, and any party thereafter may designate the same as
5 Confidential. Disclosure by any party of such matter prior to notice of the claim of entitlement
6 to confidential treatments shall not be deemed a violation of this Protective Order.

7 If an inadvertent disclosure is made, the disclosing party shall promptly notify the other party in
8 writing of the inadvertent disclosure. All such inadvertently disclosed Confidential matter and
9 all copies thereof shall be returned to the disclosing party. In addition, all such returned matter
10 shall be removed from any database and/or software the receiving party is using for
11 identification, organization, classification, or for any other purpose in this litigation. The
12 receiving party also agrees to destroy any and all notes and/or other work product that reflect the
13 contents of the inadvertently disclosed matter. No use shall be made of the inadvertently
14 disclosed matter, nor shall such matter be disclosed to any persons not provided access to
15 Confidential pursuant to the terms of this Protective Order.

16
17 15. AMENDMENT AND MODIFICATION.

18 This Protective Order may be amended by the written agreement of counsel for the
19 Parties submitted to and approved by the Trial Judge or Magistrate Judge in this case. Nothing
20 in this Protective Order shall preclude any party to this action from moving to vacate or modify
21 this Protective Order or any provision thereof.

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LAS VEGAS, NV 89145

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2 16. JURISDICTION AND ENFORCEMENT.

3 During the pendency of this litigation, any person to whom documents or information
4 designated as Confidential are disclosed shall be subject to the jurisdiction of the Trial Judge or
5 Magistrate Judge for purposes of determining, assuring, and adjudging such person's compliance
6 with this Protective Order. Jurisdiction following termination of this action shall be in the
7 Federal District Court located in Clark County, Nevada. Any party or person subject to this
8 Protective Order who violates its provisions shall be liable for contempt of court and damages
9 for any injuries or loss suffered by the producing party as a result of such violation.

10
11 17. NO LIABILITY AFTER TERMINATION OF LITIGATION.

12 After termination of this litigation, including any appeal thereof, this Protective Order shall
13 continue to be binding upon the Parties hereto, the Parties' counsel, and all persons to whom
14 Confidential information has been disclosed or communicated, unless by written stipulation of
15 the Parties and their respective counsel, or by order of the Court.

16 ////

17 ////

18 ////

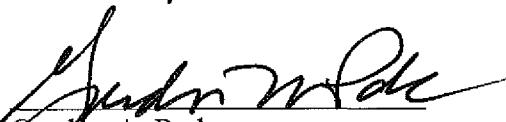
19 ////

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1 Notwithstanding, no Party will be liable for any compensatory or punitive damages stemming
2 from this Protective Order after termination of this litigation.
3

4 Dated this 6 day of August, 2013



5
6 Gordon A. Park
7 Phillip A. John
8 McCormick, Barstow, Sheppard
Wayte & Carruth LLP
9 8337 West Sunset Road, Suite 350
Las Vegas, Nevada 89113

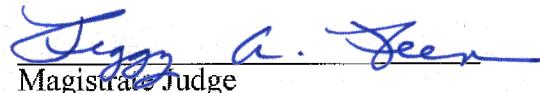
10
11 *Attorneys for Plaintiff and Counterdefendant*

12 IT IS SO ORDERED this 15th day of August, 2013.

13 Dated this 5th day of August, 2013



14 Patricia Lee (8287)
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, Nevada 89145
15 Attorney for Kiarash Mirkia and
Poupak Ziae
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13
Magistrate Judge

1 **CERTIFICATE OF SERVICE**
2

3 Pursuant to NRCP 5(b), I certify that I am an employee of HUTCHISON & STEFFEN,
4 LLC and that on this 6th day of August, 2013, I caused the above and foregoing document
5 entitled **STIPULATION AND PROTECTIVE ORDER** to be served as follows:
6

7 by placing same to be deposited for mailing in the United States Mail, in a sealed
8 envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
9 pursuant to EDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth
10 Judicial District Court's electronic filing system, with the date and time of the
11 electronic service substituted for the date and place of deposit in the mail; and/or
12 to be hand-delivered;
13

14 to the attorneys listed below at the address and/or facsimile number indicated below:
15

16 Gordon A. Park
17 Philip A. John
18 McCormick, Barstow, Sheppard
19 Wayte & Carruth LLP
20 8337 West Sunset Road, Suite 350
21 Las Vegas, Nevada 89113
22

23 *Attorneys for Plaintiff and Counterdefendant*
24

25 
26 An employee of Hutchison & Steffen, LLC
27
28